



CCO Form: GS14
Approved: 02/06 (AR)
Revised: 12/10 (AR)
Modified:

REQUEST FOR PROPOSALS

PHARMACY CONSULTING SERVICES RFP 6-110615LK

TABLE OF CONTENTS

INTRODUCTION.....	3
PROPOSAL.....	3
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Proposal.....	4
(B) Background	4
(C) Fiscal Year.....	4
(D) Contract Period.....	4
(E) Renewals/Extensions.....	4
(F) Written Questions.....	4
(G) RFP Schedule of Events.....	5
SECTION (2): SCOPE OF WORK	
(A) Services.....	6
(B) Specific Requirements	9
(C) Administration of Program.....	9
SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC's Representative.....	10
(B) Release to Public	10
(C) Assignment.....	10
(D) Status as Independent Contractor.....	10
(E) Components of Agreement.....	10
(F) Amendments	11
(G) MBE/WBE Participation Encouraged.....	11
(H) Nondiscrimination.....	11
(I) Executive Order	11
(J) Incorporation of Provision Regarding Executive Order.....	12
(K) Non-employment of Unauthorized Aliens	12

(L)	Proof of Lawful Presence For Sole Proprietorships and Partnerships.....	12
(M)	Bankruptcy	12
(N)	Law of Missouri to Govern	13
(O)	Cancellation	13
(P)	Venue.....	13
(Q)	Ownership of Reports.....	13
(R)	Confidentiality	13
(S)	Nonsolicitation.....	13
(T)	Conflict of Interest	13
(U)	Maintain Papers	14
(V)	Indemnification.....	14
(W)	Insurance.....	14
SECTION (4): PROPOSAL SUBMISSION INFORMATION		
(A)	SUBMISSION OF PROPOSALS	
(1)	Pricing and Signature	15
(2)	Submission of All Data Required	15
(3)	Public Inspection.....	15
(B)	REQUIRED ELEMENTS OF PROPOSAL	
(1)	Offeror's Experience, Expertise and Reliability	15
(2)	Proposed Method of Performance.....	16
(3)	Cost, Fees and Expenses	17
(4)	Recommendations from References	18
(5)	Overall Clarity and Quality of Proposal.....	18
(C)	EVALUATION CRITERIA AND PROCESS	
(1)	Evaluation Factors	18
(2)	Historic Information.....	18
(3)	Responsibility to Submit Information.....	18
(D)	PRICING	
	Fee Schedule	18
SECTION (5): PRICE PAGE		
(A)	FEE SCHEDULE.....	20
Exhibit A: Firms Prior Experience.....		22
Exhibit B: Annual Worker Eligibility Verification Affidavit.....		23
Exhibit C: Applicant Affidavit for Sole-Proprietorship or Partnership.....		24
Appendix A: Eligibility Census Data		25

LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., June 15, 2011.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Pharmacy Consulting services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** The Missouri Department of Transportation and the Missouri State Highway Patrol, through the Missouri Highways and Transportation Commission, offer medical insurance benefits to their employees and retirees through a sponsored, self-insured medical plan (Plan). Benefits are provided on a calendar-year basis. Specific benefit information, premium rates, contribution amounts for employer and employee/retiree, and additional information can be found at <http://www.modot.org/newsandinfo/benefits.htm>.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** January 1, 2012 through December 31, 2012 with renewals occurring on January 1 of each consecutive year.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts, if any.
- (F) **Written Questions:** Written questions regarding this RFP will be accepted via fax (573-751-3685), Email (Leann.Kottwitz@modot.mo.gov), or mail (Missouri Department of Transportation, Attn: Leann Kottwitz – General Services Procurement, P.O. Box 270, Jefferson City, MO 65102) until May 27, 2011 at 2:00 p.m. All questions must be directed to Leann Kottwitz. It is anticipated these questions will be answered in the form of an Addendum and posted to the Internet on or before June 2, 2011. It is the sole

responsibility of the Offeror to look on the Internet for any and all communications throughout this procurement process.

- (G) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

RFP Schedule Of Events

MoDOT Issues RFP	May 17, 2011	3:30 pm
Deadline for Written Comments	May 27, 2011	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	June 2, 2011	2:00 pm
Deadline for Submitting a Proposal	June 15, 2011	2:00 pm
Recommendation of Award	July 1, 2011	3:30 pm
Contract Effective Date	January 1, 2012	8:00 am

**SECTION (2):
SCOPE OF WORK**

- (A) Services:** The Offeror shall provide the following professional services:

Provide benefit analysis and consulting services for the MoDOT/MSHP Medical and Life Insurance Plan. Including best practice guidelines, market trends, and Pharmacy Benefits Manager (PBM) vendor plan management and oversight. The Plan is self-insured and has a carved-out pharmacy benefit plan, which is also self-insured. The Plan is an employer group waiver plan (EGWP) for Medicare Part D coverage. Plan prescription drug costs were \$19.75 million in calendar year 2010.

1. All Non-Medicare and Medicare Members:

As Necessary:

- a) Comprehensive prescription drug benefit utilization and large case management services (maximum 20/quarter). Work with PBM to coordinate clinical case management for individuals identified by the PBM.
- b) PBM vendor management, including Plan integrity management, operational, financial, contractual, and compliance audits.
- c) Plan design testing and implementation.
- d) Competitive bidding of service vendors, including drafting RFP, detailed analytical assessment of vendor proposals, finalist interviews, site visits, vendor selection recommendations and implementation coordination and assistance. Assist with prescription drug plan design and related financial modeling based on re-pricing actual claims data and/or valuation of normative data.
- e) Training of PBM staff on Plan processes to increase member service levels and minimize member complaints. Coordinate client-specific prior authorization and claims exception handling.
- f) Coordinate with MHTC counsel to affect negotiation of vendor contracts and service agreements, performance guarantees, and vendor renewals.
- g) Development of custom pharmacy provider network arrangements and direct contracting with pharmacies and manufacturers (if necessary) to improve financial performance and participant satisfaction.
- h) Review drug rebate arrangements; monitor for cost effectiveness and assess appropriateness and accuracy of payments.
- i) Design, implement and assess effective performance of customized drug utilization review procedures, clinical protocols, disease state management and specialty pharmacy programs.
- j) Drug formulary design, implementation and management.
- k) Prescription drug and eligibility data archiving and ad hoc reporting.

- l) Detailed analytical assessment of medical and/or prescription drug claims data to identify plan-specific cost drivers and develop recommendations to improve plan performance.
- m) Assistance with cost forecasting and budgeting of pharmacy benefit program.
- n) Evaluation of Maximum Allowable Cost (MAC) arrangements.
- o) Draft or review client-specific participant benefit communication material.
- p) Patient case management and physician contact when necessary.
- q) Support medical claims vendor with required data for ERRP reporting.
- r) Reconcile claims data to the PBM invoice for each payment cycle.
- s) Produce monthly claims reports to support actuarial review process.
- t) Maintenance of Maximum Co-payment listing (certain drugs that have no alternatives within a therapeutic class are limited to a maximum co-insurance amount of \$50. This is referred to as the "maximum co-payment" for plan members.)
- u) Coordinate clinical support and member appeals that require third-party intervention (typically involves interaction with healthcare providers, including pharmacies to resolve issues) with the PBM.
- v) Recommendations and implementation of coverage for newly approved drugs
- w) Recommend and implement customized clinical programs as needed and approved by the plan board of trustees.
- x) Support elevated member complaint resolution (potential disputes among plan, member, and PBM).
- y) Hourly rate for special projects; projects not otherwise specified (these projects will require approval by the plan board of trustees).
- z) Coordination of data and filing for participation in class-action lawsuits relative to the prescription drug industry.
- aa) Coordination of plan copayment-assistance program that works with affected plan members to benefit from manufacturers or other sources that provide incentives to patients who utilize brand drugs. Includes patient contact, application assistance, tracking and measuring effectiveness.
- bb) Quarterly:
 - 1) Quarterly data load (storage), reporting and analysis of plan utilization (received from PBM).
 - 2) Attend and/or conduct quarterly staff, vendor, and medical board meetings; typically held in Jefferson City, MO
 - 3) Maintain and support therapeutic drug class cost comparison database based on actual utilization and costs for the plan.
- cc) Semi-Annual:
 - 1) Develop, support and maintain Plan "Pharmacy Grade Card", including comparisons of cost and quality.
- dd) Annual:
 - 1) Annual complete claims audit of PBM (100% of adjudicated claims).

**2. Medicare Specific:
As Necessary:**

- a) Front-end and ongoing eligibility and file transfer set-up and maintenance with Centers for Medicare and Medicaid Services (CMS).
- b) Eligibility error handling and problem resolution with CMS in compliance with CMS and MHTC requirements. CMS transaction reply code maintenance.
- c) Full-service consulting related to Medicare Part-D or Affordable Care Act (ACA) legislation and Medicare Direct EGWP compliance; including daily monitoring of CMS regulations and guidance as well as CMS subcontractor directions and requirements.
- d) Front-end claims set-up, claims file load and transfer process with PBM and CMS as necessary
- e) Claims error handling and problem resolution with PBM and CMS
- f) PDE Reconciliation
- g) Annual formulary design, review and submission to CMS, including resolution of all issues and challenges and monthly updates and submissions.
- h) Part-D data validation support and coordination with independent validator.
- i) Fraud, waste, and abuse management.
- j) Reconciliation of eligibility subsidies, COB management, including Plan-to-Plan.
- k) Review and development assistance of member communication materials, including LIS status.
- l) Assist with and coordinate CMS contract renewal requirements.
- m) Review of monthly patient safety reports as issued by Acumen.
- n) Coordination of required responses to CMS data auditor.
- o) Prepare, coordinate, and participate in CMS compliance and financial audits.
- p) Hourly rate for special projects (if different from non-Medicare rate)
- q) Quarterly:
 - 1) All CMS required reporting and quarterly reconciliation
- r) Semi-Annual:
 - 1) Semi-annual integrity audit
- s) Annual:
 - 1) All required reports and annual reconciliation with CMS

3. Reporting Requirements

- a) All Reports will be utilized with calendar year-to-date data required for meeting all the specifications stated herein.
- b) All Reports will include the previous calendar year data as well as the current calendar year's data.

4. Payment and Invoicing Requirements:

- a) Invoicing: The Contractor shall submit a monthly itemized invoice, to the address stated below, for providing Pharmacy Consulting Services in accordance with the provisions and requirements stated elsewhere herein. The Contractor must include the firm, fixed price on the invoice.

Central Office

Missouri Department of Transportation
Attn: Michelle Schlup – Employee Benefits
105 W. Capitol Ave., P.O. Box 270
Jefferson City, MO 65102

- b) Payment: The Contractor shall be paid the firm, fixed price per subscriber per month and additional applicable hourly rate specified on the Pricing Page of this RFP for Pharmacy Consulting Services actually provided. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
- c) Other than the payment(s) specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

(B) Specific Requirements: The Offeror will provide to the General Services Unit one original and five copies of a program proposal which will include the following:

Quarterly, Semi-Annual and Annual requirements shall be completed within sixty (60) days of the time period specified (Quarterly, Semi-Annual and Annual) unless written permission is given by the MHTC Representative or designee.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Risk and Benefits Management Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Risk and Benefits Management and the Board of Trustees for the MoDOT/MSHP Medical and Life Insurance Plan, as the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Risk and Benefits Management throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
 3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit B.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit C.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee,

for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in

this Agreement.

- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) **Insurance:**

- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:
- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY

- (a) Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous Pharmacy Consulting Services.
- (b) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.
 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

2. Dates of the Contract.
 3. A brief, written description of the specific prior services performed and requirements thereof.
- (c) The above information may be shown on the form attached as EXHIBIT A to this RFP or in a similar manner.
 - (d) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.
 - (e) The Offeror should provide a resume including referenced detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the project.
 - (f) If the staff is not yet hired, the Offeror should provide:
 1. detailed descriptions of the required employment qualifications, and
 2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

2. PROPOSED METHOD OF PERFORMANCE

- (a) Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the Offeror to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
- (b) The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirement of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.
- (c) The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:

On plain white paper, identify each specific paragraph and subparagraph of the Scope of Work (see Part Two) by paragraph

and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with, what, to what degree, why, where, etc., the requirement will be satisfied. The description should include the number of employee hours to be devoted to each area.

AS AN EXAMPLE:

Discussion Item: Paragraph _____, Page _____

In this space describe who will be providing the service, specifics about the service, how the task will be accomplished, what direction will the service take, how often it will be provided, who will provide it, etc. Also, describe any other information you can possibly think of related to this requirement.

Discussion Item: Paragraph _____, Page _____

In this space provide a specific description of how this requirement will be met, who will do it, criteria for it, the goals and objectives of it, etc.

- (d) The Offeror should provide an organizational chart showing the staffing and lines of authority for the day personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.

3. COST, FEES & EXPENSES

The objective evaluation of cost shall be conducted based upon the information listed on the Price Page for all services.

- (a) Utilizing the cost determined from above, cost points shall be determined using a scale of 20 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 20 = \text{Cost score pts.}$$

- (b) The Offeror shall agree and understand the evaluation of cost may include the original contract period and all potential renewal periods.
- (c) The Offeror shall agree and understand the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated.

4. RECOMMENDATIONS FROM REFERENCES

- (a) Proposals should indicate the name, title and telephone number of at least three officials or clients within the past three years. Please use Exhibit A for this information.

5. OVERALL CLARITY AND QUALITY OF PROPOSAL

- (a) Proposals should be easy to follow and read. We expect some background information; however, marketing materials shall be limited. Proposals shall clearly identify processes and procedures which directly relate to this specific RFP and its scope of service.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Experience, Expertise and Reliability; 35 points
 - B. Proposed Method of Performance; 25 points
 - C. Cost, Fees and Expenses; 20 points
 - D. Recommendations from References; 10 points
 - E. Overall Clarity and Quality of Proposal; 10 points
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Per Subscriber Per Month (PSPM):** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on

Section (5), Price Page, of this proposal, which must be completed, signed and returned with the Offeror's proposal. Average number of subscribers is provided on Appendix A.

2. **The PSPM fee must be a “blended” rate.** Separate rates for various levels of expertise within an organization will not be accepted. For example, do NOT include a breakdown of different amounts for “senior consultant,” “consultant,” and “analyst.” This amount must include any necessary services provided from any resource and must be one hourly price only.

**SECTION (5):
PRICE PAGE**

- (A) **FEE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. The Offeror shall provide a firm, fixed price in the table below, for the original contract period and a maximum price per each potential renewal period for providing Pharmacy Consulting Services. All costs associated with providing the required services must be included in the stated prices. Please see Appendix A for the average number of subscribers regarding Non-Medicare and Medicare Specific Benefits.

Line Item #	Description	Original Contract Period
Non-Medicare Specific Benefits		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

* Per additional hour fees are payable only for those services that are not specifically required in this RFP. These fees must be provided in a "letter of engagement" specifying the services that will be provided. The provisions of this "letter of engagement" must be approved by the MoDOT/MSHP Medical and Life Insurance Plan Board of Trustees in order to become effective.

(B) RENEWAL PERIOD PRICING

Line Item #	Description	1 st Renewal Period
Non-Medicare Specific Benefits		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Line Item #	Description	2 nd Renewal Period
Non-Medicare Specific Benefits		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Line Item #	Description	3 rd Renewal Period
Non-Medicare Specific Benefits		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Line Item #	Description	4 th Renewal Period
Non-Medicare Specific Benefits		
001	PSPM	\$
002	Per Additional Hour*	\$
<i>Medicare Specific Benefits</i>		
003	PSPM	\$
004	Per Additional Hour*	\$

Signature _____

Date _____

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT _____

PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed
to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

EXHIBIT C
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

Appendix A

	CY 2008				CY 2009			
	Active Subscribers	Non-Medicare Retired Subscribers	Medicare Subscribers	Medicare Dependents	Active Subscribers	Non-Medicare Retired Subscribers	Medicare Subscribers	Medicare Dependents
January	8199	1865	3540	1462	8173	1860	3626	1486
February	8253	1907	3550	1462	8232	1868	3622	1487
March	8209	1865	3561	1462	8233	1873	3631	1492
April	8209	1865	3569	1462	8254	4919	3635	1492
May	8244	1872	3579	1462	8342	1896	3638	1499
June	8243	1874	3588	1461	8411	1897	3645	1503
July	8217	1866	3607	1465	8429	1890	3655	1516
August	8206	1883	3599	1476	8472	1883	3662	1517
September	8199	1862	3628	1478	8471	1890	3672	1525
October	8199	1871	3619	1484	8472	1890	3683	1526
November	8182	1849	3631	1491	8421	1870	3695	1523
December	8143	1847	3618	1492	8337	1867	3710	1533
Yearly Total	98503	22426	43089	17657	100247	25603	43874	18099
Monthly Average	8209	1869	3591	1471	8354	2134	3656	1508

Appendix A

CY 2010				
Active Subscribers	Non- Medicare Retired Subscribers	Medicare Subscribers	Medicare Dependents	
8228	1879	3715	1533	
8203	1876	3726	1543	
8190	1877	3734	1551	
8167	1871	3735	1544	
8121	1876	3745	1547	
8108	1887	3746	1548	
8074	1893	3751	1554	
8097	1872	3783	1563	
8064	1862	3806	1574	
8007	1886	3813	1580	
7978	1885	3819	1585	
7969	1859	3842	1588	
97206	22523	45215	18710	
8101	1877	3768	1559	